

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		09/22/2005	National Association:
RECEIVING PARTY DATA			
Name:	Allied Waste North America, Inc.		
Street Address:	15880 N. Greenway-Hayden Loop		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85260		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2938884	EXPRESS ROLL-OFF	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	202-783-2700		
Email:	pagodoa@federalresearch.com		
Correspondent Name:	CBCInnovis dba Federal Research		
Address Line 1:	1030 Fifteenth Street, NW, Suite 920		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/pja/		
Date:	09/27/2005		
Total Attachments: 7			

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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

 U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

JPMorgan Chase Bank, N.A.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release of Security Interest

Execution Date: 09/22/2005

2. Name and address of receiving party(ies)

Name: Allied Waste North America, Inc.

Internal

Address: _____

Street Address: 15880 N. Greenway-Hayden Loop

City: Scottsdale State: AZ Zip: 85260

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 1030 15th Street, NW

Suite 920

City: Washington

State: DC

Zip: 20005

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ _____

- ☐ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jared Policicchio

Name of Person Signing

Signature

09/26/2005

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
REEL: 003165 FRAME: 0511

Schedule I

<u>Registered Owner</u>	<u>Mark</u>	<u>Serial Number (App. No.)</u>	<u>Registration Number</u>
Allied Waste North America, Inc.	Express Roll-off (logo)	78258667	2938884

TRADEMARK SECURITY AGREEMENT, dated as of September ~~22~~ 2005 (as amended, supplemented or otherwise modified from time to time, this "Agreement"), between ALLIED WASTE NORTH AMERICA, INC., a Delaware corporation ("AWNA") and JPMORGAN CHASE BANK, N.A., as Collateral Agent (the "Collateral Agent").

Reference is made to the Non-Shared Collateral Security Agreement dated as of July 30, 1999 and amended and restated as of April 29, 2003 (as amended, supplemented or otherwise modified from time to time, the "Non-Shared Collateral Security Agreement"), among AWNA, each Subsidiary of AWNA listed on Schedule I thereto, and the Collateral Agent. The Lenders have agreed to make Loans to AWNA, and the Issuing Banks have agreed to issue Letters of Credit for the account of AWNA, pursuant to, and upon the terms and conditions specified in, the Credit Agreement dated as of July 21, 1999, as amended and restated as of March 21, 2005 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement"). The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Non-Shared Collateral Security Agreement. The rules of construction specified in Section 1.01 of the Non-Shared Collateral Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, AWNA, pursuant to the Non-Shared Collateral Security Agreement, did heretofore assign and pledge, and does hereby further assign and pledge, to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, among other things, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by AWNA or in which AWNA now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including, without limitation, those listed on Schedule I hereto (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all other assets, rights and interests that uniquely reflect or embody the Trademarks.

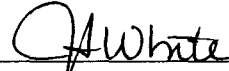
SECTION 3. Non-Shared Collateral Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Non-Shared Collateral Security Agreement. AUNA hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Non-Shared Collateral Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Non-Shared Collateral Security Agreement, the terms of the Non-Shared Collateral Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ALLIED WASTE NORTH AMERICA,
INC.,

by



Name: Jo Lynn White
Title: Assistant Secretary

JPMORGAN CHASE BANK, N.A., as
Collateral Agent,

by

Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ALLIED WASTE NORTH AMERICA,
INC.,

by

Name:

Title:

JPMORGAN CHASE BANK, N.A., as
Collateral Agent,

by

Name:

Title:

ROBERT T. SACKS
MANAGING DIRECTOR

Schedule I

<u>Registered Owner</u>	<u>Mark</u>	<u>Serial Number (App. No.)</u>	<u>Registration Number</u>
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